

**AGREEMENT**

THIS AGREEMENT, made this 20 day of Sept., 2022, by and between the City of Fort Scott, KS, (hereinafter referred to as the "City"), and Management Partners, Inc., (hereinafter referred to as "Partners").

**RECITALS**

WHEREAS, the City is desirous of improving the efficiency and effectiveness of its operations, and

WHEREAS, Partners has unique knowledge of local governments, and a demonstrated ability to assist in accomplishing the objectives of City; and

WHEREAS, City desires to engage Partners to provide interim City Manager services and Partners is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of services.** Partners shall assist the City by executing the project described in the proposal submitted dated September 19, 2022, which is hereby incorporated herein by reference as Exhibit A in a satisfactory and proper manner in accordance with direction provided by the Manager, or his designee.
2. **Time of Performance.** Services of Partners shall be available upon receipt of an approved copy of this Agreement, and shall be undertaken and completed in accordance a schedule of performance that is satisfactory to the City.
3. **Compensation and Method of Payment.** Partners will invoice City for services rendered as work is performed on the project, on the basis of the submission of invoices on a monthly basis for \$7,000 per month. Travel expenses will be billed to the City at cost.
4. **Independent Partners.** Neither Partners nor its employees are considered to be employees of the City of Fort Scott, for any purpose whatsoever. Partners is an independent contractor in the performance of the services herein described.
5. **Personnel.** Partners represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. All the services required hereunder will be performed by Partners or under its supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. **Discrimination Prohibited.** In performing the services required hereunder, the Partners shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, sexual orientation, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter emended.

7. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Partners will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

8. **Establishment and Maintenance of Records.** Records shall be maintained by the Partners in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

9. **Assignability.** Partners shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

10. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to Partners. If Partners is terminated by the City as provided herein, Partners will be paid for the services actually performed to the time of termination.

11. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

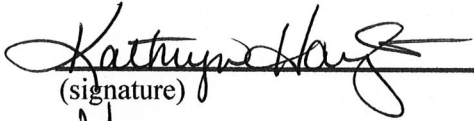
12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.


13. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas, and the laws, rules and regulations of the City of Fort Scott.

IN WITNESS WHEREOF, the City and Partners have executed this Agreement as of the date first above written.

City of Fort Scott, KS

Management Partners, Inc.

  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
Jerry Newarmer, President and CEO

Mayor  
\_\_\_\_\_  
Title

9/20/2022  
\_\_\_\_\_  
Date



September 19, 2022

Mr. Scott Walker  
City Commissioner  
City of Fort Scott  
123 S. Main Street  
Fort Scott, KS 66701

Dear Commissioner Walker:

Thank you for the opportunity to submit a proposal to provide interim city manager services to the City of Fort Scott. Management Partners has the expertise and skills necessary to provide this interim assistance and we would be pleased to do so. Before we tell you about our approach and the consultant we propose for this effort, we would like to share some brief information about our firm.

**About Management Partners**

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm headquartered in Cincinnati, Ohio. Management Partners has a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our 26 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in the public sector. As a result, we have a bias for producing value-added work for each client that will be actionable and will be implemented.

The firm is staffed with about 100 professionals who are experienced public service managers as well as qualified management consultants. This group includes generalists as well as subject-matter experts. Our consultants have years of experience working in all aspects of local government management and have built a track record of extraordinary quality service for our clients.

The firm has extensive experience helping improve both the efficiency and effectiveness of local government services. We have completed organizational staffing and improvement projects in virtually every type of local government service, including reviews of entire governments as well as selected studies of individual departments and functional activities.

Management Partners' services include everything required to support a local government leader, elected or appointed. Our full range of services includes the following:

- **Organizational Analysis and Performance Audits** – Also called efficiency studies and organizational reviews, identifies improvements to an operation's efficiency and effectiveness.
- **Performance Management** – Encompasses a wide range of management tools that can be and often are developed independently of one another, including performance management and measurement, process management, performance budgeting, employee performance evaluation and strategic and process benchmarking.
- **Process Improvement** – Examines the processes by which customers are served, an important technique for developing a program for operations improvement, including process mapping.
- **Strategic and Business Planning** – Can be an important tool for focusing the efforts of an organization and fostering communication between leaders, staff and important stakeholder groups.
- **Financial Planning, Budgeting and Analysis** – Assists clients in analyzing their finances and planning for the effective and efficient use of taxpayer or customer dollars.
- **Organizational Development and Training** – Helps clients develop organizational capacity, a key to developing high performance organizations. Services include executive coaching, customer service training, employee and customer surveys and conflict management workshops.
- **Sharing and Consolidation of Services** – Offers a more efficient way to provide services, particularly on a regional basis. Options range from the complete integration of previously separate jurisdictions to sharing or consolidating the management of individually delivered services and operations.
- **Interim Management** – Assists government leaders by providing executive staff during transitional periods. Rather than just "treading water," our approach to interim management combines continuation services along with organizational effectiveness analysis to provide a solid foundation for a new permanent employee.
- **Executive Recruitment** – Identifies top candidates for chief executive officer positions and department director level jobs in local governments.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. Each of our projects is individually tailored to the unique needs of the client. We have a deep understanding of the service environment of local government and we are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

We would like to note that Management Partners is in the process of being acquired by Baker Tilley, US, LLP one of the top ten advisory and CPA firms in the United States. This consolidation will be completed in October and will greatly enhance our ability to deliver services to local governments and deepen our ability to serve Fort Scott as detailed below.

### **Understanding of the Engagement**

We understand you have need for interim city manager services, and possible help recruiting a new permanent city manager. One of our consultants, J. Jeff Hancock, has previously served successfully as an interim City Manager for Fort Scott. He is based in Missouri. He has many years of experience as a city manager/administrator in Missouri, Oklahoma, and Nebraska. We are proposing that Jeff would provide the interim services and assist with recruitment, if desired.



He could begin providing interim services to the City in September on a date to be mutually determined. He is available to serve in this capacity for approximately three months. His brief qualifications are attached.

Jeff would work for and at the direction of Management Partners, while providing the full city manager services you need on an interim basis and would plan to be on site 24 hours per week. Management Partners will provide all insurance, training, and administrative support (including company equipment) as necessary during the assignment. Our commitment is to provide continuous and seamless management services to you during this transition period.

Management Partners will provide interim management consulting services on a monthly basis at a cost of \$7,000 per month. We will bill for normal travel expenses at cost.

In addition to Jeff Hancock, Management Partners and Baker Tilly have other consultants available to provide assistance to Fort Scott, as needed and requested. For example, if support in the finance area is needed, we are available to provide a full suite of services including budget development and monitoring, accounting and bank reconciliation, grant assistance and management as well as year end closing and audit assistance. We also offer executive recruitment services and would be pleased to provide the City with a proposal to recruit a permanent city manager or other executive as needed.

We can provide a draft contract for your review or execute a contract provided by the City at your option. Evidence of required insurance will be provided promptly. We await further direction from you.

We appreciate the opportunity to be of assistance to Fort Scott. Please feel free to contact either myself at 805-320-1702 or Mr. Hancock at 573-723-2018 if you have any questions about this proposal.

Sincerely,



Andrew S. Belknap  
Senior Vice President



## Attachment

### J. Jeff Hancock, Special Advisor

- Professional manager with 45-year local government career that includes serving as city manager/administrator in seven different cities.
- Has also served as interim city administrator, assistant city manager, budget officer and manager of economic development; cities served range from 7,700 to 495,000, mostly in Missouri
- Functions supervised include financial management, human resources, marketing, strategic planning, economic development, airport construction and management, capital improvements, fire, parks and recreation, community services to meet the delivery goals of efficient and effective service.
- Active leadership in community and regional economic development efforts.
- Life member of ICMA and Missouri City Management Association; former president of MCMA and Central Missouri Development Corporation and board member of the Missouri Municipal League; active in Lake of the Ozarks Council of Governments, Lake of the Ozarks Regional Economic Development Council, Johnson County Economic Development Corporation.
- Recognized with the 2009 Missouri Municipal League's Innovation Award and the 2005 Missouri City Manager Award.







